



El Dorado, County Recorder
 William Schultz Co Recorder Office
DOC- 2016-0004856-00

Acct 6-PLACER TITLE CO
 Tuesday, FEB 09, 2016 08:03:10
 Ttl Pd \$0.00 Rcpt # 0001743034
 MMP/C1/1-8

**RECORDING REQUESTED BY AND
 WHEN RECORDED MAIL TO:**

County of El Dorado
 Board of Supervisors
 330 Fair Lane
 Placerville, CA 95667

APN: 054-342-37
IRA Services Trust Co. Custodian
FBO Lee Shahinian, Jr.
#72375 DSP – Phase1A

Mail Tax Statements to above.
 Exempt from Documentary Tax Transfer
 Per Revenue and Taxation Code 11922

Above section for Recorder's use

205-15889

GRANT OF TEMPORARY CONSTRUCTION EASEMENTS

IRA SERVICES TRUST CO. CUSTODIAN FBO LEE SHAHINIAN, JR., hereinafter referred to as "Grantor", grant to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Grantee", two (2) temporary construction easements over, upon, and across portions of that real property in the unincorporated area of the County of El Dorado, State of California, described as:

See Exhibits "A2" and "B2" attached hereto and by reference is made a part hereof.

These temporary construction easements are granted under the express conditions listed below:

1. In consideration of combined total of **\$2,555.80 (TWO THOUSAND FIVE HUNDRED FIFTY FIVE DOLLARS AND 80/100)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby Grant to Grantee the easements for temporary construction over and across those identified portions of the Grantor parcel.
2. Grantor represents and warrants that they are the owner of the property described in Exhibit A and depicted on the map in Exhibit B attached hereto and made a part hereof, and that Grantor has the exclusive right to grant the temporary construction easement.
3. These temporary construction easements are necessary for the purpose of constructing the **DIAMOND SPRINGS PARKWAY PHASE1A SR49 REALIGNMENT PROJECT, CIP NO. 72375 (Project)**. Specifically, these temporary construction easements shall allow Grantee or its

agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes, inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project. No stockpiling or parking of vehicles or equipment are allowed to take place in this area. These temporary construction easements shall not be revoked and shall not expire until the recordation of the Notice of Completion of the Project. Included within these temporary construction easements is the right of ingress and egress of Grantee, its agents, employees, and contractors for warranty repairs and the correction of defects in the work within the first year following completion of construction. This right during the one-year warranty period survives the expiration of these easements.

4. Compensation under these temporary construction easements covers the construction period estimated to be 24 (Twenty-four) months of construction, together with the five-year warranty period. In the event that construction of the Project is not completed within 24 (Twenty-four) months of commencement of construction, Grantor shall be entitled to additional compensation as follows: For each month thereafter, **the sum of \$106.50 (ONE HUNDRED SIX DOLLARS AND 50/100) monthly** will be paid to the Grantor, until construction is completed.
5. Grantee agrees to indemnify and hold harmless Grantor from and against any liability arising out of the entry onto the property by Grantee or its agents, employees, and contractors during the term of these temporary construction easements. In the event of property damage, Grantee, at its sole option, may either repair the damage or pay the estimated costs for the repair.

County will use federal/state/local funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that:


(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

IN WITNESS WHEREOF, Grantor has herein subscribed its name on this 20th day of April, 2015.

GRANTOR: IRA SERVICES TRUST CO.,
CUSTODIAN FBO LEE SHAHINIAN, JR.



Michael McNair - Trust Officer
IRA Services Co. Custodian
FBO Lee Shahinian, Jr.

*please see attached
Acknowledgment*

(A Notary Public Must Acknowledge All Signatures)

EXHIBIT 'A2'

All that certain real property situate in Section 30, Township 10 North, Range 11 East, Mount Diablo Meridian, Townsite of Diamond Springs, County of El Dorado, State of California, being portions of Parcel A of that particular Parcel Map filed in Book 50, Page 119 in the Official Records of El Dorado County more particularly described as follows:

PORTION 1 (36390-2):

BEGINNING at the Northwest Corner of said Parcel; thence along the westerly line of said Parcel the following two courses: 1) South 29° 30' 49" West 32.20 feet; 2) South 11° 45' 07" West 66.14 feet; thence leaving said westerly line South 2° 32' 39" East 29.98 feet to the southwesterly line of said Parcel; thence along said southwesterly line South 32° 19' 17" East 14.57 feet to a point hereinafter referred to as POINT 'A'; thence leaving said southwesterly line North 16° 15' 41" East 90.43 feet; thence South 83° 08' 52" East 43.85 feet; thence North 1° 55' 17" West 53.23 feet to the northerly line of said Parcel; thence along said northerly line North 89° 41' 03" West 46.87 feet to the POINT OF BEGINNING. Containing 4,592 square feet (0.11 acres) more or less.

PORTION 2 (36390-3):

COMMENCING at the aforementioned POINT 'A'; thence along the southwesterly line of said Parcel the following two courses: 1) South 32° 19' 17" East 16.21 feet to the beginning of a curve concave northeasterly having a radius of 54.13 feet; 2) along said curve, being subtended by a chord which bears South 51° 41' 43" East 35.92 feet, through a central angle of 38° 44' 50" an arc distance of 36.61 feet to the TRUE POINT OF BEGINNING; thence leaving said southwesterly line North 18° 55' 49" East 5.00 feet to the beginning of a non-tangent curve concave northerly having a radius of 49.13 feet; thence easterly along said curve through a central angle of 22° 49' 20" an arc distance of 19.57 feet, said curve being subtended by a chord which bears South 82° 28' 51" East 19.44 feet; thence North 86° 06' 29" East 44.10 feet; thence South 3° 53' 31" East 5.00 feet to the southerly line of said Parcel; thence along said southerly line the following two courses: 1) South 86° 06' 29" West 44.10 feet to the beginning of a curve concave northerly having a radius of 54.13 feet; thence westerly along said curve, being subtended by a chord which bears North 82° 28' 51" West 21.42 feet, through a central angle of 22° 49' 20" an arc distance of 21.56 feet to the TRUE POINT OF BEGINNING. Containing 323 square feet more or less.

-End of Description-

See Exhibit 'B2' attached hereto and made a part hereof.

* The Basis of Bearings of the above description is Grid North and is identical to that shown on that particular Record of Survey filed in Book 31 of Surveys, Page 143. Distances used in the above description are grid distances. Divide distances by 0.999855 to obtain ground level distances.

The purpose of the above description is to describe those portions of said Parcel as an easement for temporary construction purposes.



Joseph C. Neely, P.L.S. 9026
Associate Land Surveyor
El Dorado County
Community Development Agency
Transportation Division



Dated: 2/11/2015

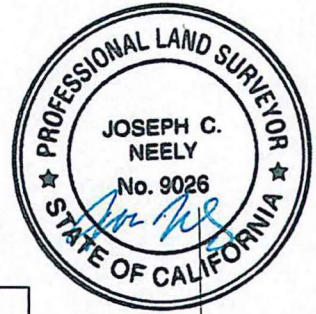
EXHIBIT 'B2'

Situate in Section 30, T. 10 N., R. 11 E., M.D.M.

Townsite of Diamond Springs

County of El Dorado, State of California

PARCEL B
PM 50/119



PORTION 1
POINT OF BEGINNING
NORTHWEST CORNER
PAR A, PM 50-119

36390-2

PORTION 1

TEMPORARY CONSTRUCTION EASEMENT
AREA=4,592 SQ. FT. ±
0.11 ACRES ±

S 29° 30' 49" W
32.20'

N 89° 41' 03" W 46.87'

N 01° 55' 17" W
53.23'

S 11° 45' 07" W
66.14'

PARCEL A
P.M. 50-119
APN 054-342-37
IRA SERVICES TRUST

S 83° 08' 52" E
43.85'

36390-3

PORTION 2

TEMPORARY CONSTRUCTION EASEMENT
AREA=323 SQ. FT. ±

S 02° 32' 39" E
29.98'

S 32° 19' 17" E
16.21' (TIE)

S 32° 19' 17" E
14.57'

N 16° 15' 41" E 90.43'

POINT 'A'

PORTION 2
POINT OF BEGINNING

PLEASANT VALLEY RD

(C1) R=54.13' Δ=38° 44' 50" L=36.61'
CH=S 51° 41' 43" E 35.92' (TIE)

(L4) S 86° 06' 29" W 44.10'

(L1) N 18° 55' 49" E 5.00'

(C3) R=54.13' Δ=22° 49' 20" L=21.56'
CH=N 82° 28' 51" W 21.42'

(C2) R=49.13' Δ=22° 49' 20" L=19.57'
CH=S 82° 28' 51" E 19.44'

(L2) N 86° 06' 29" E 44.10'

(L3) S 03° 53' 31" E 5.00'



Grid North
Scale 1"=50'

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN MATEO)

On 04/20/15 before me, LEANNA LIND NOTARY PUBLIC
(insert name and title of the officer)

personally appeared MICHAEL MCNAIR,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Leanna Lind

(Seal)



**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667

**IRA TRUST SERVICES CO. FBO LEE
SHAHINIAN, JR.
APN: 054-342-37
#72375 DSP1A**

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement dated 4.20, 2015, from **IRA TRUST SERVICES CO. FBO LEE SHAHINIAN JR.**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 054-342-37

Dated this 2nd day of June, 2015.

COUNTY OF EL DORADO


By: _____


Brian K. Veerkamp, Chair
Board of Supervisors

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: _____


Deputy Clerk

02/09/2016, 20160004856